



Health Services
LOS ANGELES COUNTY

March 24, 2014

Los Angeles County
Board of Supervisors

Gloria Molina
First District

Mark Ridley-Thomas
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

TO: Supervisor Don Knabe, Chairman
Supervisor Gloria Molina
Supervisor Mark Ridley-Thomas
Supervisor Zev Yaroslavsky
Supervisor Michael D. Antonovich

FROM: *MH* Mitchell H. Katz, M.D.
Director

SUBJECT: NOTIFICATION OF DEPARTMENT OF HEALTH SERVICES' USE OF DELEGATED AUTHORITY TO EXECUTE AN AFFILIATION AGREEMENT WITH THE DEPARTMENT OF THE NAVY

Mitchell H. Katz, M.D.
Director

Hal F. Yee, Jr., M.D., Ph.D.
Chief Medical Officer

Christina R. Ghaly, M.D.
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www.dhs.lacounty.gov

This is to advise the Board that the Department of Health Services (DHS) has exercised its delegated authority, approved on September 15, 2009 (attached), which allows the Director of Health Services, or his authorized designee, to execute a substantially similar replacement training Agreement with the Department of the Navy, with no payment of monies by the County, with prior approval of County Counsel and the Chief Executive Office and notification to the Board.

DHS executed a five year Affiliation Agreement to replace the Navy's military clinical trauma training program at LAC+USC Medical Center. The replacement Agreement contains the Navy's updated terms and conditions and enables continuation of the previous Agreement that expired on February 28, 2014.

County Counsel has reviewed and approved the Agreement as to form. The Chief Executive Office also reviewed and approved the Agreement.

If you have any questions or require additional information, please let me know.

MHK:gh

Attachment

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

To ensure access to high-quality, patient-centered, cost-effective health care to Los Angeles County residents through direct services at DHS facilities and through collaboration with community and university partners

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H-705978

NAVY TRAINING AFFILIATION AGREEMENT (TAA)
BETWEEN
NAVY MEDICINE OPERATIONAL TRAINING CENTER
AND
LOS ANGELES COUNTY + UNIVERSITY OF SOUTHERN CALIFORNIA MEDICAL CENTER,
LOS ANGELES, CALIFORNIA

Ref: (a) BUMEDINST 7050.3A

1. This Agreement is entered on the 25th day of February, 2014, by and between the Department of the Navy, Navy Medicine Operational Training Center (NMOTC) Detachment, Naval Expeditionary Medical Training Institute (NEMTI), Navy Trauma Training Center (NTTC), and the County of Los Angeles, Department of Health Services, Los Angeles County + University of Southern California Medical Center, hereafter referred to as "TRAINING INSTITUTION." NMOTC is an instrumentality of the United States of America and is a major subordinate command of the United States Navy, Department of Defense (DoD) who oversees NEMTI's direct supervision of NTTC. The parties freely enter into this Agreement for the mutual benefit of the parties. Except as otherwise specifically provided hereunder, Los Angeles County Director of Department of Health Services or his/her authorized designee (jointly hereafter DIRECTOR) shall have the authority to administer this agreement on behalf of the TRAINING INSTITUTION.
2. The Joint Commission has approved TRAINING INSTITUTION as an accredited hospital and trauma center. TRAINING INSTITUTION is a Level 1 center designated by the State of California, and verified by the American College of Surgeons.
3. The purpose of this Agreement is to continue a permanent program to enhance the clinical trauma team training of Military Health Care Practitioners (HCPs) and unlicensed technical and assistive healthcare personnel (e.g., Corpsmen, Independent Duty Corpsmen) hereinafter collectively referred to as "TRAINEES," in transportation of trauma patients, triage, resuscitation, surgical intervention, intensive care, and wound care. Military HCPs are required to possess a professional license and include DoD healthcare personnel such as physicians, physician assistants, registered nurses, and practical nurses. Health Care Providers are granted privileges to diagnose, initiate, support, alter, or terminate healthcare treatment regimens within the scope of his/her license, certification or registration. This category includes physicians, nurse practitioners, nurse anesthetists, nurse midwives, and physician assistants. The program will be organized as the Navy Trauma Training Center (NTTC) and will consist of an appropriate number of members comprising the Permanent Party (PP) staff of military and civilian personnel and up to thirty (30) TRAINEES in TRAINING INSTITUTIONS' clinical spaces at any given time, as further described below. The NTTC TRAINEES will receive individual and team level training in trauma care while providing care to patients at the TRAINING INSTITUTION. The parties shall mutually agree upon the specific days and hours of all NTTC activities at the

TRAINING INSTITUTION. All HCPs (PP and TRAINEES) must have valid, current, and unrestricted licenses from a state, U.S. territory, before arrival for duty at the TRAINING INSTITUTION.

4. It is in the best interest of the U.S. Navy for its TRAINEES to receive clinical experience from the TRAINING INSTITUTION. This clinical experience is necessary for skill sustainment and deemed invaluable to the maintenance of critical trauma care skills and the preparation of Medical Department personnel of the U.S. Navy. It is to the benefit of the TRAINING INSTITUTION to receive and use the TRAINEE's and PP's clinical experience and manpower.

5. In consideration of the promises and of the mutual advantages accruing to the parties, this Agreement sets forth the duties and responsibilities of the TRAINING INSTITUTION and NMOTC. The TRAINING INSTITUTION and NMOTC recognize that the primary and paramount concern and objective of the TRAINING INSTITUTION is the provision and delivery of high quality, comprehensive care and treatment for the ill and infirmed and the parties agree, therefore, that the TRAINEE and PP healthcare practitioners and unlicensed technical and assistive healthcare personnel will maintain the highest quality level of patient care provided at the TRAINING INSTITUTION.

6. The parties acknowledge and agree to the following:

a. While training at the TRAINING INSTITUTION, TRAINEES will be under the supervision of TRAINING INSTITUTION healthcare personnel or PP for training purposes and will be subject to and required to abide by all facility rules and applicable regulations, except where compliance would be inconsistent with Federal statute, regulation, or any other law binding members of the U.S. Navy.

b. This program will not result in, nor is it meant to displace or replace TRAINING INSTITUTIONS', or its affiliates', employees or impair existing contracts for services.

c. Under this Agreement, NMOTC will establish a PP staff at TRAINING INSTITUTION consisting of an appropriate number of military and civilian HCPs, unlicensed technical healthcare personnel, and support personnel. Further, NMOTC will make successive assignments of teams consisting of up to thirty (30) rotating TRAINEES in TRAINING INSTITUTION clinical spaces. Each successive assignment of rotating trainees will be referred to as a training rotation. The parties will agree, in writing, on the dates of a particular training rotation, thirty (30) days prior to the commencement of each rotation. TRAINEES will be assigned to TRAINING INSTITUTION for trauma training in a temporary additional duty (TAD) status for up to a twenty-day (20) period. The number of TRAINEES rotating in TRAINING INSTITUTION clinical areas at any one time shall be limited to thirty (30), unless a larger number is agreed to by the TRAINING INSTITUTION. The number

and clinical area assignment of TRAINEES will be mutually agreed upon between NTTC and the TRAINING INSTITUTION prior to the beginning of each training rotation. The TRAINING INSTITUTION reserves the right to refuse acceptance of any TRAINEE or bar any TRAINEE when it is determined that further participation would not be in the best interest of the TRAINING INSTITUTION.

d. The TRAINING INSTITUTION will not use NTTC, U.S. Navy, Department of Defense, the name of a TRAINEE or the training program established by this Agreement in any of their publicity or advertising media. However, the existence and scope of the training program may be made known.

e. There will be no training expense incurred by the U.S. Navy as a result of this Agreement. Additionally, the TRAINEE and PP staff assigned under this MOU receive compensation from the U.S. Department of Defense only, and are prohibited from receiving compensation, in any form, from the training institution.

f. It is understood and agreed that the TRAINING INSTITUTION may generate bills for services rendered by the TRAINEE and PP. Proceeds from these bills will become the exclusive property of the TRAINING INSTITUTION, and the U.S. Navy shall have no right to claims to such proceeds. Notwithstanding the above, as required by 32 Code of Federal Regulations (CFR) §199.6(a)(3), the TRAINING INSTITUTION cannot bill under the TRICARE Program for the services rendered by a TRAINEE or PP staff.

g. All NTTC TRAINEE and PP personnel will be under official orders issued by the U.S. Navy, or other Department of Defense entity, assigning them to duty at the NTTC/TRAINING INSTITUTION for a specified period. All personnel assigned to TRAINING INSTITUTION will report to the NTTC and the appropriate authority at the TRAINING INSTITUTION for in-processing instructions. While assigned to TRAINING INSTITUTION, the TRAINEE will be under the clinical supervision of TRAINING INSTITUTION healthcare personnel and/or the NTTC PP staff.

h. The TRAINEE and PP staff affected by this Agreement, assigned to the TRAINING INSTITUTION, under orders issued by the U.S. Navy, or other Department of Defense entity, remains an employee of the United States and performs duties within the course and scope of the Federal employment. Consequently, the provisions of the Federal Tort Claims Act (Title 28, United States Code, Sections 1346(b), 2671-2680), including its defense and immunities, will apply to allegations of negligence or wrongful acts or omissions of the TRAINEE or PP while acting within the scope of duties pursuant to this Agreement. Furthermore, it is understood by the TRAINING INSTITUTION that the U.S. may only protect the liability of the TRAINEE or PP, and that the U.S. may, in its representation of the military personnel, assert any defense available under Federal law. Any notification of an actual or potential claim or suit against the TRAINING INSTITUTION which names TRAINEE or PP as parties or potential defendants will be reported by

the TRAINING INSTITUTION as soon as possible. The TRAINING INSTITUTION will make the report to Commanding Officer, Navy Medicine Operational Training Center, 220 Hovey Road, Pensacola, Fl 32508, phone number (850) 452-4554. To the extent legally permissible, the TRAINING INSTITUTION agrees to cooperate fully with the U.S. in the investigation of any complaint, to include making available for review any medical records, medical material, including radiographs, slides, tissue, and witness statements, and the names of all other defendants. The U.S. Navy will cooperate with the TRAINING INSTITUTION in the investigation and defense of such complaints, assist in the removal of the action to an appropriate U.S. District Court with a view toward substituting the U.S. as a defendant in lieu of TRAINEE or PP.

i. The parties understand and agree that consistent with the Federal statute and the Federal Acquisition Regulation (FAR), the TRAINEE and PP performing under this Agreement are not required to satisfy the California temporary or permanent licensure requirements. Under the provisions of 10 USC §§ 1094 (d) (1) and (2), the TRAINEE and PP have portability of his or her health care professional licenses.

(1) Specifically, 10 USC §§ 1094(d) (1) and (2) provide:

(a) Notwithstanding any law regarding the licensure of TRAINEE or PP, a health care professional described in paragraph (2), may practice the health profession or professions of the health care professional in any State, District of Columbia, or a Commonwealth, territory, or possession of the U.S., regardless of whether the practice occurs in a health care facility of the Department of Defense, a civilian facility affiliated with the Department of Defense, or any other location authorized by the Secretary of Defense.

(b) A health care professional referred to in paragraph (1) is a member of the Armed Forces who:

1. Has a current license to practice medicine, osteopathic medicine, dentistry, or another health profession.

2. Is performing authorized duties for the Department of Defense.

(2) NMOTC, in accordance with the requirements of 10 USC §§ 1094(4) (d) (1) and (2), authorizes the training location and duties of the TRAINEE and PP staff at TRAINING INSTITUTION, as he or she will be performing his or her duties under military orders issued by the U.S. Navy, or other Department of Defense entity.

j. Health Information Privacy. Pursuant to DOD Instruction 6025.18, Privacy of Individually Identifiable Health Information in DOD Health Care Programs, December 19, 2002, DOD 6025.18-R, and 45 CFR Parts 160 and 164, the parties agree to enter into a Business Associate Agreement, attached as Appendix A to this agreement.

k. NMOTC will be the primary party to this agreement and that this current agreement will supersede the agreement between BUMED and the TRAINING INSTITUTION from 2002.

7. NMOTC's Responsibilities

a. NMOTC agrees that the NTTC will provide the TRAINING INSTITUTION with appropriate administrative support to ensure that the coordination with licensing boards is accomplished as required by the Department of Defense Regulation 6025.13-R, subject: MILITARY HEALTH SYSTEM (MHS) CLINICAL QUALITY ASSURANCE (CQA) PROGRAM REGULATION (June 11, 2004).

b. NMOTC agrees that NTTC will provide the TRAINING INSTITUTION with appropriate administrative support to secure necessary information, applications, and credentialing of members of the PP and the TRAINEE in a timely manner as required by the TRAINING INSTITUTION.

c. NMOTC agrees to maintain an appropriate number of PP staff at TRAINING INSTITUTION consisting of military and civilian HCPs, non-licensed technicians and administrative personnel.

(1) NMOTC will assign one O-4 (e.g., Lieutenant Commander) or above officer as the Director, NTTC. This officer should have their primary profession and duty based on one of the clinical specialties noted below. The Director will be responsible for all PP and TRAINEES.

(2) NMOTC, in conjunction with TRAINING INSTITUTION, will provide the necessary personnel to carry out its responsibilities under this Agreement in order to ensure safe and competent delivery of patient care contingent upon sufficient and available funding and the availability of personnel due to military requirements.

(3) NMOTC agrees to assign to the PP, at a minimum, contingent upon sufficient and available funding and availability of personnel due to military requirements:

- (a) Two (2) Trauma Surgeons
- (b) One (1) Emergency Medicine Physician
- (c) One (1) Anesthesiologist
- (d) One (1) Orthopedic Surgeon
- (e) One (1) Operating Room (OR) Nurse
- (f) One (1) Intensive Care Unit (ICU) Nurse
- (g) One (1) Emergency Room (ER) Nurse

- (h) One (1) Medical Service Corps Administrator
- (i) One (1) Chief Independent Duty Hospital Corpsman
- (j) One (1) Operating Room Technician
- (k) One (1) Administrative Assistant (GS)

(4) All military PP personnel will preferably have previous deployment experience, a record of demonstrated clinical excellence and an interest in teaching.

(5) NMOTC may need to provide additional staff to the PP for NTTC to meet military administrative and trauma training needs. NMOTC will communicate any such requests to station additional staff as a part of the PP to the TRAINING INSTITUTION. No additional staff shall be assigned to the PP without prior written approval by TRAINING INSTITUTION'S Medical Director. As specified in paragraph 3 herein, all PP Health Care Practitioners (HCPs) must have valid, current, and unrestricted state licenses before arrival for duty at TRAINING INSTITUTION.

(6) While performing assigned duties at TRAINING INSTITUTION the PP health care providers will carry full privileges as full staff members of TRAINING INSTITUTION. They will be responsible for the following:

(a) Orient, instruct, supervise, and monitor the TRAINEES.

(b) Ensure compliance with all TRAINING INSTITUTION'S rules and applicable instructions that are not inconsistent with Federal statutes, regulations, or other law binding on the U.S. Navy.

(c) Coordinate with designated TRAINING INSTITUTION officials on the working assignments of TRAINEES to include attendance at selected conferences, courses, and programs conducted at TRAINING INSTITUTION.

(d) Maintain accurate personnel records and reports developed during the course of the TRAINEES' assignment at TRAINING INSTITUTION.

(7) The PP will coordinate their work, training, and supervision of clinical duties with the appropriate TRAINING INSTITUTION departments in order to facilitate the training of the TRAINEES.

(8) The PP health care providers must maintain their professional skills at the highest skill levels. Such highly developed proficiency can only be obtained and maintained through continuous, active practice of trauma care medicine. Therefore, active clinical

engagement in patient care is a crucial and necessary facet of each of the PP military health care providers' essential duties. Furthermore, it provides them with comprehensive expertise in the TRAINING INSTITUTION's rules and applicable instructions that they must have to function as instructors. Additionally, it also provides them with the requisite expertise needed to effectively perform their administrative/liaison functions in the TRAINING INSTITUTION environment.

(9) PP have unique duties, functions and tasks as members of the military in addition to their primary, collateral and additional duties as instructors at NTTC. It is understood by both parties that the PP primary duties are those surrounding the jobs, duties, tasks, and functions of the NTTC as well as the personal professional requirements as a member of the U.S. Armed Forces.

(a) PP shall not be counted as full-time equivalents at the TRAINING INSTITUTION. The PP's work at the TRAINING INSTITUTION is limited and will not off-set the employment or utilization of non-NTTC health care practitioners, unlicensed medical technicians or support personnel.

(b) The PP's availability to perform work at the TRAINING INSTITUTION is a data driven process and is expressed as fractions of full-time equivalents (FTE). Annual leave, sick leave, training, instructor contact hours (primary duties), collateral duties, command sanctioned and approved duties, teaching and research responsibilities, Temporary Additional Duty, and deployment are considered "hours worked" for purposes of defining full-time equivalent employment.

(c) The PP FTE (full-time equivalent) available to the TRAINING INSTITUTION is based upon the above mentioned off-sets. The off-sets may vary between PPs and a PP's off-sets may vary in time [e.g., when duties are distributed due to absence of a PP (e.g., deployment) and the duties are distributed between remaining PP].

(d) The redundancy in PP skill set (e.g., two Trauma Surgeons) is to permit deployment of the personnel to gain valuable, relevant, current deployment and trauma experience and to disseminate that knowledge to the TRAINEES upon their return. The remaining PP will likely have a decrease in their available FTE to the TRAINING INSTITUTION and shall work similar total hours and number of call days as TRAINING INSTITUTION health care providers with similar FTE off-sets.

(e) NMOTC will attempt to provide clinical coverage for the TRAINING INSTITUTION in the event of the extended absence of a PP health care provider by utilizing reserve personnel or local resources, but is not guaranteed.

d. Provide up to thirty (30) rotating TRAINEES assigned to TRAINING INSTITUTION for twenty (20) days of training.

e. Ensure that TRAINEE and PP HCPs have a current, valid and unrestricted license from a U.S. State, the District of Columbia, a Commonwealth, territory, or possession of the United States to provide healthcare within the scope of practice before arrival for training at TRAINING INSTITUTION.

f. Provide proof of the appropriate licenses, credentials and military orders for all TRAINEES who will be performing duties at TRAINING INSTITUTION under this Agreement, no later than the beginning of their training rotation.

g. Ensure NTTC's compliance with all TRAINING INSTITUTION's rules and applicable instructions that are not inconsistent with Federal statutes, regulations, or other law binding on the U.S. Navy.

h. The U.S. Navy shall be responsible for the health care and such other medical examinations and protective measures necessary for its TRAINEES and PP.

i. Prohibit the NTTC PP and TRAINEES from publishing any materials developed as a result of the training experience that have not been approved for release in writing by NMOTC and the TRAINING INSTITUTION.

j. Provide telephones and information systems equipment to support NTTC.

k. NMOTC will be responsible for reimbursing the TRAINING INSTITUTION for the following incidental expenses:

(1) NMOTC approved leased data transmission line cost.

(2) NMOTC approved leased instruments.

(3) Long distance and other toll charges that are performed in service of PP and TRAINEE official duty.

(4) Lease costs, if an NMOTC approved leased photocopier is provided for copy services.

l. Provide office equipment and modular systems furniture for NTTC occupied spaces.

m. Provide coded security locks for administrative, storage and training areas (where applicable).

n. Coordinate with janitorial services to ensure access to secure spaces.

o. Provide equipment in the form of a simulator, which will remain the property of NMOTC and the U.S. Navy.

8. Training Institution's Responsibilities. In addition to other provisions in this Agreement, the TRAINING INSTITUTION specifically agrees to:

a. Make available the clinical and related facilities needed for training.

b. Arrange schedules that will not conflict with other education programs and provide for training and maximum exposure to trauma care.

c. Coordinate TRAINEES' clinical learning experiences as necessary in conjunction with PP. This will involve planning with faculty or staff members for the assignment of the TRAINEE to specific clinical cases and experiences, including attendance at selected conferences, courses, and programs conducted under the direction of the TRAINING INSTITUTION.

d. Provide reasonable classroom, conference, office, storage, dressing, and locker room space for participating TRAINEE.

e. Grant TRAINEE the same administrative privileges typically enjoyed by the TRAINING INSTITUTIONS' non-military trainees.

f. Permit, on reasonable request, the inspection of clinical and related facilities by government agencies or other agencies charged with the responsibility for accreditation of the NTTC educational program.

g. Provide emergency medical (including pharmaceuticals) treatment to NTTC PP and TRAINEES while assigned to TRAINING INSTITUTION. The reasonable cost of such treatment will be paid for by the U.S. Navy.

h. Provide clinical supervision of TRAINEES in coordination with NTTC so that TRAINEES are under the supervision of TRAINING INSTITUTION or the PP.

i. Provide office, minor storage, and training spaces consisting of:

(1) Ward 1050 or equivalent as classroom, storage and office space.

(2) Room 2620 or equivalent for Simulation (OR Mock-up)

(3) Use of Ward 1350 for Simulation

(4) Shared access with TRAINING INSTITUTION personnel to on-call rooms and conference rooms as needed for the TRAINEE.

j. Provide information systems network drops (connectivity) to each assigned space.

k. Allow access to information systems backbone via Navy provided local server.

l. Allow access to Email accounts.

m. Provide telephone lines for assigned office spaces.

n. Provide tenant improvements for assigned office spaces consisting of paint and carpet.

o. Provide janitorial services commensurate with other TRAINING INSTITUTION administrative and training spaces.

p. Provide security services commensurate with other TRAINING INSTITUTION administrative and training spaces.

q. Provide printing, photography and photocopy support commensurate with that provided to TRAINING INSTITUTION staff.

r. Provide potable water commensurate with that provided to TRAINING INSTITUTION staff.

s. Permit free access and use of the fresh tissue dissection lab resources, excluding personal protective equipment, and continued free use of cadavers.

t. Provide access for TRAINEES and PP to any of the LAC+USC cafeterias.

u. Provide parking for PP health care providers in spaces commensurate with that provided to TRAINING INSTITUTION health care attending/ faculty provider parking (e.g., physician parking).

v. Provide parking for five (5) PP non-health care providers on old ambulance bay parking.

9. The parties understand and acknowledge that they will cooperate fully in investigating quality of care, quality assurance (QA), and risk management issues hereinafter referred to as QA arising out of the operation of this Agreement. Any QA investigations, QA documentation, and/or adverse actions arising from the operation of their agreement will be subject to the provisions of Title 10, United States Code, section 1102.

10. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

a. The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (HIPAA). NMOTC understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA. Pursuant to DOD Instruction 6025.18, Privacy of Individually Identifiable Health Information in DOD Health Care Programs, DOD 6025.18-R, and 45 CFR Parts 160 and 164, the parties agree to enter into a Business Associate Agreement, attached as Appendix A to this Agreement.

b. The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. NMOTC understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that TRAINING INSTITUTION has not undertaken any responsibility for compliance on NMOTC's behalf. NMOTC has not relied, and will not in any way rely, on TRAINING INSTITUTION for legal advice or other representations with respect to NMOTC's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

c. NMOTC and Training institution understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code sets, privacy, and security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA.

d. While performing its duties and obligations under this Agreement, NMOTC shall, and shall cause its employees, trainees, faculty, physicians, agents, and subcontractors to, comply with all laws and regulations that apply to the confidentiality and security of patient information, including HIPAA, 42 U.S.C. 1171 et. seq. and regulations issued under it, which are now in force or which may subsequently be in force. The parties agree that if necessary, they shall amend this Agreement to comply with or effectuate HIPAA and the regulations issued under it. Each TRAINEE, who participates in the Program under this Agreement, shall be required to sign a Program Resident Responsibility Form, as it may be amended from time to time or similar document and comply with TRAINING INSTITUTION's training requirements regarding HIPAA.

e. NMOTC and TRAINING INSTITUTION understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of HIPAA law and implementing regulations related to Transactions and Code Sets, Privacy, and Security.

11. NMOTC hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that NMOTC will notify TRAINING INSTITUTION within thirty (30) calendar days in writing of, (1) any event that would require NMOTC or a staff member's mandatory exclusion for participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against NMOTC or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

12. The parties understand and agree that the NTTC Director, NEMTI Officer in Charge, and the TRAINING INSTITUTION Director shall have meetings whenever either considers it necessary or appropriate for (a) establishing procedures necessary to implement this Agreement, (b) the resolution of any problems which may arise in the sustainment of this Agreement, and/or (c) educational purposes.

13. Neither NMOTC nor TRAINING INSTITUTION shall assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of NMOTC or TRAINING INSTITUTION's Director. Any assignment or delegation which does not have such prior written consent shall be null and void.

14. Concurrence. It is expressly agreed that this written statement embodies the entire Agreement of the parties regarding this affiliation, and no other agreements exist between the parties except as herein expressly set forth. Any changes or modifications to this Agreement must be in writing and be signed by both parties.

15. Effective Period. The terms of this Agreement will commence as of the date signed by both parties and will continue for a period of five years. It may be continued without change during that period, but must be reviewed annually by all parties.

16. Termination. This Agreement may be terminated at any time by mutual consent of parties concerned. This Agreement may also be terminated by either party upon written notification sent by registered mail to the other party 90 days prior to termination date. In case of mobilization or other emergency, this Agreement may be terminated immediately upon written notice by NMOTC, and it will remain in force during mobilization or other emergency only within NMOTC's capabilities. It is understood that the Chief, Bureau of

Medicine and Surgery will have the right to terminate this affiliation agreement without notice at any time, if determined necessary to be in the interests of the Navy's mission requirements.

17. Modification, Change, or Amendment. Any modifications, changes, or amendments to this Agreement shall be in writing, and are contingent upon Bureau of Medicine and Surgery (BUMED) (M8) approval. Subsequent to BUMED approval, the modification, change, or amendment must be signed by all parties.

18. The parties understand and agree that any notice or other communication required to be given pursuant to this Agreement shall be in writing and sent by messenger, or by certified or registered mail, return receipt requested, to these addresses:

If to NMOTC:

Commanding Officer
Navy Medicine Operational Training Center
220 Hovey Road
Pensacola, FL 32508
Phone number (850) 452-4554

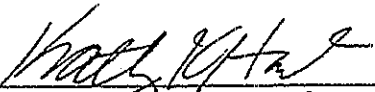
If to TRAINING INSTITUTION:

Dan Castillo
Chief Executive Officer,
LAC+USC Medical Center
1200 N. State Street
Los Angeles, CA 90033
Phone number (213) 409-2800

Hal F Yee, Jr. MD
Interim Chief Medical Officer
LAC+USC Medical Center
1200 N. State Street
Los Angeles, CA 90033
Phone number (323) 409-6734

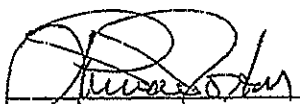
IN WITNESS WHEREOF, the Board has caused this Agreement to be subscribed in its behalf by Director of Health Services and the Department of the Navy has caused this Agreement to be subscribed in its behalf by its duly authorized officer of the day, month, and year first above written.

COUNTY OF LOS ANGELES

By 
~~DAN CASTILLO~~ Mitchell H. Katz, M.D.
Chief Executive Officer Director, Health
~~LAC+USC Medical Center~~ Services


2-25-14
Date

NAVY MEDICINE OPERATIONAL TRAINING
CENTER

By 
E. P. NORTON, CAPT, MSC, USN
Commanding Officer

21 FEB 2014
Date

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

By 

APPENDIX A

BUSINESS ASSOCIATE AGREEMENT PRIVACY OF PROTECTED HEALTH INFORMATION

1. Definitions. As used in this clause generally refer to the Code of Federal Regulations (CFR) definition unless a more specific provision exists in DoD 6025.18-R or DoD 8580.02-R.

a. HITECH Act shall mean the Health Information Technology for Economic and Clinical Health Act included in the American Recovery and Reinvestment Act of 2009.

b. Individual has the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

c. Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

d. Protected Health Information has the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by the Business Associate from or on behalf of the Government pursuant to the Contract.

e. Electronic Protected Health Information has the same meaning as the term "electronic protected health information" in 45 CFR 160.103.

f. Required by Law has the same meaning as the term "required by law" in 45 CFR 164.103.

g. Secretary means the Secretary of the Department of Health and Human Services or his/her designee.

h. Security Incident will have the same meaning as the term "security incident" in 45 CFR 164.304, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

i. Security Rule means the Health Insurance Reform: Security Standards at 45 CFR part 160, 162 and part 164, subpart C.

2. Terms used, but not otherwise defined, in this Clause shall have the same meaning as those terms in 45 CFR 160.103, 160.502, 164.103, 164.304, and 164.501.

3. The Business Associate shall not use or further disclose Protected Health Information other than as permitted or required by the Contract or as Required by Law.

4. The Business Associate shall use appropriate safeguards to maintain the privacy of the Protected Health Information and to prevent use or disclosure of the Protected Health Information other than as provided for by this Contract.

5. The HIPAA Security administrative, physical, and technical safeguards in 45 CFR 164.308, 164.310, and 164.312, and the requirements for policies and procedures and documentation in 45 CFR 164.316 shall apply to Business Associate. The additional requirements of Title XIII of the HITECH Act that relate to the security and that are made applicable with respect to covered entities shall also be applicable to Business Associate. The Business Associate agrees to use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits in the execution of this Contract.

6. The Business Associate shall, at their own expense, take action to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Clause. These mitigation actions will include as a minimum those listed in the TMA Breach Notification Standard Operating Procedure (SOP), which is available at:
<http://www.tricare.mil/tmaprivacy/breach.cfm>

7. The Business Associate shall report to the Government any security incident involving protected health information of which it becomes aware.

8. The Business Associate shall report to the Government any use or disclosure of the Protected Health Information not provided for by this Contract of which the Business Associate becomes aware.

9. The Business Associate shall ensure that any agent, including a subBusiness Associate, to whom it provides Protected Health information received from, or created or received by the Business Associate, on behalf of the Government, agrees to the same restrictions and conditions that apply through this Contract to the Business Associate with respect to such information.

10. The Business Associate shall ensure that any agent, including a subBusiness Associate, to whom it provides electronic Protected Health Information, agrees to implement reasonable and appropriate safeguards to protect it.

11. The Business Associate shall provide access, at the request of the Government, and in the time and manner reasonably designated by the Government to Protected Health Information in a Designated Record Set, to the Government or, as directed by the Government, to an Individual in order to meet the requirements under 45 CFR 164.524.

12. The Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that the Government directs or agrees to pursuant to 45 CFR 164.526 at the request of the Government, and in the time and manner reasonably designated by the Government.

13. The Business Associate shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate, on behalf of the Government, available to the Government, or at the request of the Government to the Secretary, in a time and manner reasonably designated by the Government or the Secretary, for purposes of the Secretary determining the Government's compliance with the Privacy Rule.

14. The Business Associate shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

15. The Business Associate shall provide to the Government or an Individual, in time and manner reasonably designated by the Government, information collected in accordance with this Clause of the Contract, to permit the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

16. General Use and Disclosure Provisions. Except as otherwise limited in this Clause, the Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, the Government for treatment, payment, or healthcare operations purposes, in accordance with the specific use and disclosure provisions below, if such use or disclosure of Protected Health Information would not violate the HIPAA Privacy Rule, the HIPAA Security Rule, DoD 6025.18-R or DoD 8580.02-R if done by the Government. The additional requirements of Title XIII of the HITECH Act that relate to privacy and that are made applicable with respect to covered entities shall also be applicable to Business Associate.

17. Specific Use and Disclosure Provisions.

a. Except as otherwise limited in this Clause, the Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

b. Except as otherwise limited in this Clause, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is

disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

c. Except as otherwise limited in this Clause, the Business Associate may use Protected Health Information to provide Data Aggregation services to the Government as permitted by 45 CFR 164.504(e)(2)(i)(B).

d. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

18. Obligations of the Government. Provisions for the Government to Inform the Business Associate of Privacy Practices and Restrictions

a. The Government shall provide the Business Associate with the notice of privacy practices that the Government produces in accordance with 45 CFR 164.520.

b. The Government shall provide the Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect the Business Associate's permitted or required uses and disclosures.

c. The Government shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Government has agreed to in accordance with 45 CFR 164.522.

19. Permissible Requests by the Government. The Government shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the HIPAA Privacy Rule, the HIPAA Security Rule, or any applicable Government regulations (including without limitation, DoD 6025.18-R and DoD 8580.02-R) if done by the Government, except for providing Data Aggregation services to the Government and for management and administrative activities of the Business Associate as otherwise permitted by this clause.

20. Termination.

a. Termination. A breach by the Business Associate of this clause, may subject the Business Associate to termination under any applicable default or termination provision of this Contract.

b. Effect of Termination.

(1) If this contract has records management requirements, the records subject to the Clause should be handled in accordance with the records management requirements. If this contract does not have

records management requirements, the records should be handled in accordance with paragraphs (2) and (3) below.

(2) If this contract does not have records management requirements, except as provided in paragraph (3) of this section, upon termination of this Contract, for any reason, the Business Associate shall return or destroy all Protected Health Information received from the Government, or created or received by the Business Associate on behalf of the Government. This provision shall apply to Protected Health Information that is in the possession of subBusiness Associates or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.

(3) If this contract does not have records management provisions and the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Government notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Government and the Business Associate that return or destruction of Protected Health Information is infeasible, the Business Associate shall extend the protections of this Contract to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such Protected Health Information.

21. Miscellaneous

a. Regulatory References. A reference in this Clause to a section in DoD 6025.18-R, DoD 8580.02-R, Privacy Rule or Security Rule means the section currently in effect or as amended, and for which compliance is required.

b. Survival. The respective rights and obligations of Business Associate under the "Effect of Termination" provision of this Clause shall survive the termination of this Contract.

c. Interpretation. Any ambiguity in this Clause shall be resolved in favor of a meaning that permits the Government to comply with DoD 6025.18-R, DoD 8580.02-R, the HIPAA Privacy Rule or the HIPAA Security Rule.

OBLIGATIONS OF THE COVERED ENTITY

1. Provisions for the Covered Entity to inform the Business Associate of Privacy Practices and Restrictions:

a. Upon request, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces per 45 CFR 164.520, as well as any changes to such notice.

b. The Covered Entity shall provide the Business Associate with any changes in, or revocation of, permission by the individual to use or disclose protected health information, if such changes affect the Business Associate's permitted or required uses and disclosures.

c. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to per 45 CFR164.522.

PERMISSIBLE REQUESTS BY THE COVERED ENTITY

1. The Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under the privacy rule if done by the Covered Entity, except for providing data aggregation services to the Covered Entity and for management and administrative activities of the Business Associate as otherwise permitted by this Appendix.

TERMINATION

1. Termination. A breach by the Business Associate of this Appendix, may subject the Business Associate to termination under any applicable default or termination provision of this Agreement.

2. Effect of Termination.

a. If this Agreement has records management requirements, the records subject to the Appendix should be handled in accordance with the records management requirements. If this Agreement does not have records management requirements, the records should be handled per paragraphs (2) and (3) below.

b. If this Agreement does not have records management requirements, except as provided in paragraph (3) below, upon termination of this Agreement, for any reason, the Business Associate shall return or destroy all protected health information received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to protected health information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the protected health information.

c. If this Agreement does not have records management provisions and the Business Associate determines that returning or destroying the protected health information is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual Agreement of the Covered Entity and the Business Associate that return or destruction of protected health information is infeasible, the Business Associate shall extend the protections of this Agreement to such protected health information and limit further uses and

disclosures of such protected health information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such protected health information.

MISCELLANEOUS

1. Regulatory References. A reference in this Appendix to a section in the privacy rule means the section as in effect or as amended, and for which compliance is required.
2. Survival. The respective rights and obligations of Business Associate under the "Effect of Termination" provision of this Appendix shall survive the termination of this Agreement.
3. Interpretation. Any ambiguity in this Appendix shall be resolved in favor of a meaning that permits the Covered Entity to comply with the privacy rule.


COUNTY OF LOS ANGELES

NAVY MEDICINE OPERATIONAL TRAINING
CENTER

By


MITCHELL KATZ
Director

By


J. P. NORTON, CAPT, MSC, USN
Commanding Officer

Date

2-25-14

Date

21 FEB 2014

APPROVED AS TO FORM:

BY THE OFFICE OF THE COUNTY COUNSEL

By

